

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:

Case No. 15-40930

GUY THOMAS DIDIO,

Chapter 7

Debtor.

Judge Thomas J. Tucker

**ORDER DISAPPROVING REAFFIRMATION AGREEMENT BETWEEN
THE DEBTOR AND THE HUNTINGTON NATIONAL BANK (DOCKET # 27)**

This case is before the Court on the Reaffirmation Agreement between the Debtor and The Huntington National Bank, untimely filed on July 28, 2015 (Docket # 27, the “Reaffirmation Agreement”).¹ For the reasons stated in this Order, the Court concludes that the Reaffirmation Agreement is not enforceable, and therefore must be disapproved.

Under 11 U.S.C. § 524(c)(1), a reaffirmation agreement is not enforceable unless it “was made before the granting of the discharge under section 727.” *See also In re Herrera*, 380 B.R. 446, 449-55 (Bankr. W.D. Texas 2007) and cases cited therein. As indicated in Part B of the Reaffirmation Agreement, The Huntington National Bank did not sign the Reaffirmation Agreement until July 24, 2015, three days after the Debtor’s discharge order was entered on July 21, 2015 (Docket # 25). Therefore, the Reaffirmation Agreement is not enforceable.

For this reason,

IT IS ORDERED that the Reaffirmation Agreement (Docket # 27), is disapproved as unenforceable under 11 U.S.C. § 524(c)(1).

Signed on July 30, 2015

/s/ Thomas J. Tucker

Thomas J. Tucker

United States Bankruptcy Judge

¹ The deadline to file a reaffirmation agreement is established by Fed.R.Bankr.P. 4008(a) — the deadline is “no later than 60 days after the date first set for the meeting of creditors under § 341(a) of the Code.” In this case, the deadline was May 11, 2015. (Sixty days after the date first set for the first meeting of creditors was Saturday, May 9, 2015. The following Monday was May 11, 2015. *See* Fed.R.Bankr.P. 9006(a)(1)(C).) Therefore, the Reaffirmation Agreement was filed more than two months after the deadline.